



STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

SEACOAST EDUCATION ASSOCIATION,  
NEA-NEW HAMPSHIRE

Complainant

v.

SCHOOL BOARD MEMBERS, S.A.U. #21 and  
RICHARD HAMILTON, In his capacity as  
Superintendent

Respondents

CASE NO. T-0257:3

DECISION NO. 82-04

APPEARANCES

Representing the Complainant, SEA, NEA-NH:

Cathy Hall, UniServ Director, Region II  
Janice L. Yost, President  
Steven E. Bauer, SEA  
Loren H. Hutchins, III, SEA  
Herbert S. Moyer, SEA  
Kevin Fleming, SEA

Representing the Respondents, Supt. Hamilton & School Board Members:

William Kingston, Chief Negotiator  
Richard Hamilton, Superintendent

BACKGROUND

The Seacoast Education Association, an affiliate of NEA-New Hampshire, on September 24, 1981 filed a prohibitive practice complaint against Richard Hamilton, Superintendent of S.A.U. 21 and the school board members from Hampton, Hampton Falls, North Hampton, Seabrook, South Hampton and Winnacunnet for restraining, coercing and otherwise interfering with their employees in the exercise of their rights conferred under RSA 273-A; refusing to negotiate in good faith with the exclusive representative; breaching the collective bargaining agreement; and, adopting a rule relative to terms and conditions of employment, specifically "personal leave", which invalidates a portion of the agreement by attempting to unilaterally change a negotiated condition of employment. Additionally, the complainant alleged that the School Boards refused to recognize the exclusive representative by requiring individuals to negotiate terms and conditions of personal leave.

Hearing on the matter was held in the PELRB office in Concord on October 15, 1981 and extensive evidence and testimony was presented by the parties.

The main issue revolved around the 1970 contract and past practice relative to "personal leave" which simply required a teacher requesting such leave to indicate on the form provided that the leave was being requested under the appropriate contract provisions.

The 1970 contract, Article 11, "Personal Leaves of Absence" stated that teachers would be entitled to three (3) personal days each year and further specified under what conditions such leave should be given; i.e.,

- 11-1.1 Death in immediate family,
- 11-1.2 Religious observance,
- 11-1.3 Death of a relative or close friend,
- 11-1.4 Attendance at professional meetings, conferences and conventions,
- 11-1.5 Receiving a degree,
- 11-1.6 School visitation,
- 11-1.7 Professional examinations for advanced study,
- 11-1.8 Legal, personal and business affairs,

The 1981-83 contract, Article X stated,

"Request for such leave shall be in writing adequately in advance of the day requested except in emergencies. Said request shall state that it is taken under the appropriate contract reference."

The respondents denied any charge of unfair labor practice and stated that any action taken by the Superintendent and the various school boards was totally within their administrative rights. They requested that PELRB dismiss the complaint on the basis of untimeliness.

#### FINDING OF FACTS

-- The parties stipulated that the policy was changed in September of 1981 and that under the new policy teachers were to give specific reasons for their requests for personal leave; such leave to be approved first by the principal and then by the superintendent.

-- The parties agreed that two grievances had been filed relative to personal leave and that the change in policy occurred after the filing of the grievances.

-- An agreement between the Seacoast Education Association and the School Administrative Unit 21 School Boards is in full force and effect from July 1, 1981 to June 30, 1983.

-- Evidence was presented through oral testimony from several witnesses, testifying under oath, that the specific reason requirement had not been required and that the practice had been to merely circle the contract reference on the form and indicate the date requested.

-- Two teachers requesting personal leave had been required to give specific reasons and were then denied leave.

-- In prior negotiations no proposal had been made to change the personal days except to add "religious days" to the legal, personal and business days.

DECISION AND ORDER

In summary, the Board finds that,

1. Of the five remaining disputed subjects, two; i.e., extra pay for extra duty and salaries for department heads/teaching assistant principals are within the reopener, and the remaining three, sabbatical leave, sick leave and longevity bonus are not.
2. The parties are hereby directed to negotiate in accordance with this opinion.

Russell F. Hilliard

RUSSELL F. HILLIARD, ESQ., Board Member  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 18th day of February, 1982

By unanimous vote. Chairman Robert E. Craig presiding. Members Hilliard, Osman and Grieco present and voting. Also present, Executive Director LeBrun